

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

THE PEOPLE OF BIKINI,)	
<u>et al.</u> ,)	
)	
Plaintiffs,)	
)	
v.)	Civil No. 75-348
)	
)	
ROBERT C. SEAMANS, JR.,)	
<u>et al.</u> ,)	
)	
Defendants.)	

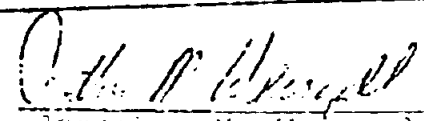
STIPULATION OF DISMISSAL


The parties to this action, having agreed on the terms of settlement of all issues herein by Memorandum Agreement dated October 27, 1978, hereby stipulate that this action be dismissed pursuant to Rule 41(a)(1)(ii), F.R.Civ. P.

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THE PEOPLE OF BIKINI,
et al.,

Plaintiffs,

v.

ROBERT C. SEAMANS, JR.,
et al.,

Defendants.

Civil No. 75-348

MEMORANDUM AGREEMENT

The parties to the above-entitled action, recognizing the interest of the Bikini people in their resettlement, agree as follows:

I. Coordination, Planning and Management of the Bikini Resettlement Project

1. Maximum practicable participation by the Bikini people in the Bikini resettlement project, including both its planning and execution phases, is necessary and desirable.

2. Operational supervision of the project shall be the responsibility of the High Commissioner of the Trust Territory of the Pacific Islands or his appointee, and there shall be a project manager who will reside in the Marshall Islands during the life of the project.

3. The Bikini Council shall be consulted with respect to the appointment of the project manager, and the project manager shall have an obligation to inform and consult with the Bikini Council at all times during the project.

4. The project manager shall hold a meeting with the Bikini people at their principal place of residence

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(presently Kili Island) no less frequently than once every six months to report on the status of the project.

5. Funds shall be specifically budgeted for the expense of participation in project planning and execution by representatives of the Bikini people and such funds shall specifically include funds for transportation and lodging expense for representatives of the Bikini people to facilitate the maximum practicable participation by the Bikini people in the planning and execution of the project.

6. All major project documents, including documents relating to radiation exposure, shall be translated or summarized in the Marshallese language to the maximum feasible extent and the project manager shall be responsible for causing such translations or summaries to be made and delivered to the Bikini people.

7. No final disposition of any rights of any kind relative to Bikini Atoll, Kili Island or certain lands of the Bikini people on Jaluit Atoll shall be made without the consent of those who have rights in Bikini Atoll under Marshallese custom and tradition and applicable Trust Territory of the Pacific Islands law, and no additional land or land rights for resettlement of the Bikini people shall be obtained without the concurrence of those who have rights in Bikini Atoll in accordance with Marshallese custom and tradition and applicable Trust Territory of the Pacific Islands law.

II. Radiation Survey

8. A radiation survey, using latest and most effective technology, including aerial radiation surveys, shall be completed no later than December 31, 1970, with respect to Bikini Atoll in connection with the radiation survey of the Northern Marshalls including, in addition to

Bikini Atoll, Ujaelag Atoll, Wotho Atoll, Rongelap Atoll, Likiep Atoll, Ailinginae Atoll, Rongerik Atoll, Taka Atoll, Utirik Atoll, Ailuk Atoll, Bikar Atoll, Mejit Island, and Jimo Islands.

9. Raw (readable hard copy) data results of such surveying shall be made immediately available to legal counsel and advisers of the Bikini people.

III. Independent Analysis of Survey Data

10. In recognition of the desire of the Bikini people to have available to them an independent scientific judgment and analysis of the radiation survey data to assist them in making a decision with respect to resettlement, the Bikini people shall be entitled to select a qualified scientist having generally accepted scientific training and experience to participate in the process of analysis of survey results and preparation of the final survey report.

11. The United States Department of Energy, as the agency in charge of the radiation survey, shall arrange to contract with the individual selected by the Bikini people for the purposes set forth in the preceding paragraph, provided only that terms of any such contract with respect to compensation and expenses shall be reasonably based on prevailing consultation fees and expenses for work of similar character.

12. The individual selected by the Bikini people to participate in the analysis of survey data and preparation of the final survey report shall be guaranteed independence and full access to all survey data available to the Department of Energy and shall have a full opportunity to make a complete and detailed report of his or her findings, analyses, recommendations and conclusions.

IV. General Provisions

13. It is the intention of the parties to this agreement that the terms of the agreement shall survive any change in the political status of the Marshall Islands, subject to the wishes of the Bikini people.

14. The execution of this document in no way constitutes an admission that the Trust Territory of the Pacific Islands defendants have submitted to the jurisdiction of the United States District Court for the District of Hawaii.

The People of Bikini by
Bikini Counsel

By: *Jonathan M. Weisgall*
Jonathan M. Weisgall

Attorney for Plaintiffs

October 27, 1978

Federal Defendants
(Department of the Interior
on behalf of the Government
of the Trust Territories
of the Pacific Islands)

By: *Gay B. Randall*
Gay B. Randall

Attorney for Federal Defendants

October 27, 1978

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